

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, CAPITOL HILL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
 FAX (801) 538-3882
<http://purchasing.utah.gov>

Request for Quotation

Solicitation Number: **FV5106**
 Due Date: **03/28/05**
 Date Sent: **March 18, 2005**



Goods and services to be purchased: **HATCHERY FISH DISTRIBUTION TANK AT MAMMOTH CREEK**

Please complete

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH
DIVISION OF PURCHASING**

Request for Quotation

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Due Date: 03/28/05

Vendor Name:

Item#	Qty	Unit	Description	Unit Price	Extension
001	1	EA	HATCHERY FISH DISTRIBUTION TANK AT MAMMOTH CREEK BIDDERS ARE TO INCLUDE AS MUCH INFORMATION ON THEIR TANK WITH THEIR BID, INCLUDING PICTURES, DRAWINGS, SPECIFICATION PAGES, BROCHURES, ETC. BIDDERS TO PROVIDE REFERENCES OF 5 CURRENT TANK OWNERS WITH THEIR BID.	\$	\$
TANK IS TO BE DELIVERED TO MAMMOTH CREEK HATCHERY IN HATCH, UT 84735 BY JUNE 25, 2005. PLEASE USE THE FREIGHT BOX AT THE BOTTOM OF THE BID TO BREAK OUT YOUR FREIGHT COSTS.					

FOR ADDITIONAL INFORMATION OR CLARIFICATION CONTACT GORDON NIELSON AT 435-735-4200.
REFERENCE RX# 560 55900100020.

Changes or modifications to this bid:

Any changes or modifications to this solicitation will only be accomplished in written addendum sent from the division of purchasing.
Any other form is not binding. Bidders submitting a bid on any information other than which is contained in this solicitation document, or
any addendum thereto, do so at their own risk.

Ship To: HATCH, UT 84735

FREIGHT CHARGES (if applicable)

SHIPPING POINT AND ZIP CODE	
SHIPPING WEIGHT	
MODE OF TRANSPORTATION (Please check one) <input type="checkbox"/> Small package/Ground <input type="checkbox"/> LTL(Less than truck load) <input type="checkbox"/> Truckload <input type="checkbox"/> Air <input type="checkbox"/> Other (Please specify) NMFC Class # _____ NMFC Item # _____	
TOTAL PRICE LESS FREIGHT (FOB Origin)	\$
TOTAL PRICE INCLUDING FREIGHT (FOB Destination)	\$

REQUEST FOR QUOTATION - INSTRUCTIONS AND GENERAL PROVISIONS

1. QUOTATION PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the quote clearly states it is an alternate, and describes specifically how it differs from the item specified. All quotes must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) By signing the quotation the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This quote may not be withdrawn for a period of 60 days from quote due date. (h) Incomplete quotes may be rejected.

2. SUBMITTING THE QUOTATION: (a) The quote must be signed in ink and delivered to the DIVISION OF PURCHASING (DIVISION), 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 or faxed to (801) 538-3882 by the due date and time. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope or on the fax cover page.** (b) The state will consider faxed quotes. Faxed quotes are submitted at the sole option and risk of the vendor and must be responsive to all conditions and specifications included in the Request for Quotation (RFQ). Access to state facsimile machine is on a "first come first served" basis and the state does not guarantee the vendor's access to the machine at any particular time. (c) All prices quoted must be both F.O.B. Origin and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the quotation for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, with all transportation and handling charges paid by the Contractor, unless otherwise specified by the DIVISION.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their quote which is not to be disclosed to the public or used for purposes other than the evaluation of the quote. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any quote will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Quotes submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. SAMPLES: Samples of item(s) specified in the RFQ, when required by DIVISION, must be furnished free of charge to DIVISION. Any items not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the vendor's expense.

6. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

7. DIVISION APPROVAL: Purchase Orders placed, or contracts written, with the State of Utah, as a result of this RFQ, will not be legally binding without the appropriate signature of the DIVISION.

8. AWARD OF CONTRACT: (a) **This is an informal quotation which will not be read at a public opening;** however, the information may be publicly reviewed after award. To obtain a copy of this record (tabulation) you may either enclose a stamped self-addressed envelope, or review tabulation in our office. (b) The contract will be awarded with reasonable promptness, by written notice to the lowest responsible vendor that meets the specifications. Consideration will be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this request for quotation. (c) The DIVISION may accept any item or group of items, or overall low quote. (d) The DIVISION has the right to cancel this request for quotation at any time prior to the award of contract. (e) The DIVISION can reject any and all quotes or waive any informality, or technicality in any quote received, if the DIVISION believes it would serve the best interest of the State. (f) Before, or after, the award of a contract the DIVISION has the right to inspect the vendor's premises and all business records to determine the holder's ability to meet contract requirements. (g) Estimated quantities are for quoting purposes only, and not to be interpreted as a guarantee to purchase any amount. (h) Utah has a reciprocal preference law which will be applied against vendors quoting products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated. (i) Multiple contracts may be awarded if the State determines it would be in its best interest.

9. ANTI-DISCRIMINATION ACT: The vendor agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also vendor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

11. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

12. GOVERNING LAWS AND REGULATIONS: All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov.

(Revision 1 Mar 2005 - RFQ Instructions)

SPECIFICATIONS FOR HATCHERY FISH DISTRIBUTION TANK

Dimensions:

- 530-gallon fish tank (500 gallon working capacity), 91" long x 53" wide x 39" high. These are maximum allowable outside dimensions.

Construction:

- Foam construction-using plywood in mounting areas and on the top. Foam to provide structural integrity of tank. Double wall, hand laid, fiberglass with reinforced plastic (FRP) using FDA and USDA approved resin. Resin to be approved for repeated use in contact with food. Standard FRP laminate to be a minimum of 1/8" thick on the inside and outside. All corners, bends and stress points are to be 3/8" thick (6 layers, 2 mat, 4 cloth). Fiberglass to be free of burrs and sharp edges. No fasteners are to penetrate inside wall. Internal structure to be 1-1/2" thick K-14 minimum solid foam insulation with wood reinforcement in those areas that equipment will be mounted. Design is to be equal to Eagar, Inc. tank design. Top of tank to include a 1/2" minimum plywood.
- Provide a three-way sloping floor toward exit for self-draining.
- The tank shall be fitted with an integral vertical baffle system in middle of tank.
- Integral lifting and tie down brackets are required. Tie down brackets should be designed to accommodate 4" polyester cargo strapping.
- Color white inside and outside, which is a polyester pigment mixed in with fiberglass resin.
- Provide a swift site-displacement gauge. Upper and lower valves are to be constructed of heavy-duty brass and can be shut off independently. Lower valve to be equipped with drain-cock for draining site tube. Site-displacement assembly is housed on the left rear (drivers side) of the tank within protective walls. Add recess into wall.
- Internal electrical wiring shall be placed in plastic conduit within wall construction. Waterproof receptacle boxes are to be provided at each aerator port and at main connection box. Separate wiring capable of 12 volts and a 15-amp load are to be provided for each aerator port receptacle.

Drains:

- 8" main drain positioned at the bottom of tank's back wall to allow total discharge of fish and water (i.e., flat across the bottom of opening). PVC slide gate track hot welded to 8- inch schedule-80 PVC tube extending thru the rear tank wall. Tube to be terminated in an 8-inch threaded PVC adapter on which an 8-inch ringlock adaptor is installed. Flange is to be fitted with a ringlock type epoxy coated aluminum flange adapter with gasket and cap. Include an 8" ringlock female coupler X hose shank for attachment to a flexible hose.
- Provide two 2" drains out back wall of tank fitted with brass gate valves approximately 2" from wall of tank and mounted so that inside pipe opening is close to the bottom of sloping floor. Both drains are to be fitted with replaceable (threaded) screens to prevent small fish from entering drain. The area around the drains pipe holes shall be reinforced so that the valves are supported to prevent damage to the tank and drain pipes during normal usage.

Lid:

- Lid opening is to be 30" wide x 60" long and placed 6 inches in from the right-hand side of tank (passenger side of truck, when mounted), and centered along the lengthwise axis of tank. Lid is to be mounted on a 1" raised fiberglass lip that is an integral part of tank.
- An "open" lid design shall be constructed of a sturdy aluminum frame and a perforated aluminum screen (maximum hole size is 3/8") that is recessed 4 inches below the top of lip. The frame contacting the fiberglass lip shall be fitted with a rubber "P" gasket permanently bonded to frame.
- The lid should be mounted with a 36" long by 3" wide continuous aluminum piano hinge and should open to the left or center of the tank. Provide lid with a fixed stop that does not allow it to open more than 135 degrees.
- Lid is to be held closed with two stainless steel toggle clamps, #235 DeStaCo. Two aluminum handles should be mounted on top of lid for easy opening.

Aeration and Oxygenation:

- Provide two aerator ports to accommodate Fresh-Flo model QQ960 aerators (include aerators). Equip each port with two stainless steel toggle clamps, #225 DeStaCo, to hold aerators in place.
- Provide an overhead spray system, which will include a port on upper left rear of tank for PVC fitting that will receive a 1-1/2" PVC Tee on inside of tank and a male camlock fitting on outside of tank. Connect a 1-1/2" PVC pipe to inside Tee and run pipe along both sides as close to top corner of tank as possible. Secure pipe to side or top of tank. Provide removable end-caps on pipe to allow for cleaning. Pipe must be mounted in such a manner that no water will leak into void between inner and outer walls due to method of mounting pipe brackets. Hatchery personnel will drill holes in overhead spray system, after tank is received.
- Provide two "Point Four" micro bubble ceramic plate oxygen diffusers (Model QQ703-P4) 27-1/2" X 3-1/4". Provide two entry ports in top front of tank for oxygen diffuser supply lines. Connect supply lines to brass Tee.

Other Requirements:

- Tank must carry a one-year warranty against defects in materials and workmanship.
- Bidder must have five years experience constructing fiberglass fish transportation tanks and must allow a Division of Wildlife Resources representative to inspect tank construction before fiberglass and resin is placed. Supplier shall pay cost of site visits.
- To verify five years experience, Bidder must provide names and addresses of at least five present fish tank owners for contact by the Utah Division of Wildlife Resources.
- Division of Wildlife Resources reserves right to review all proposals before final award.